

**AGREEMENT FOR  
NON-PROFIT AGENCY SERVICES**

**THIS AGREEMENT** is entered into by and between the County of Leon, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Tallahassee Habitat for Humanity, Inc., a not for profit corporation, existing under the laws of the State of Florida, hereinafter referred to as "Agency".

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and representations contained herein, the parties hereto agree as follows:

**ARTICLE 1: SCOPE OF SERVICE.** The Agency covenants and represents to County that Agency shall provide a program of services as described in Attachment A, hereinafter referred to as the "Program".

**ARTICLE 2: CONTRACT DOCUMENTS.** The Agency shall comply with the following attachments which are attached and made a part of this Agreement:

Attachment "A" — Program Description  
Attachment "B" — Payments  
Attachment "C" — Special Conditions  
Attachment "D" — Insurance Certificate

In the event of a conflict between the terms and conditions provided in Articles in this part of the Agreement and any attachment or exhibit, the Provisions contained within these Articles shall prevail unless the term or provision in the attachment or exhibit specifically states that it shall prevail.

**ARTICLE 3: LIMITATION OF COSTS AND PAYMENTS.** County shall provide to clients of Agency Down Payment Assistance in increments of \$15,000 and \$25,000, according to client eligibility. Total amount provided shall not to exceed \$200,000 in accordance with Attachment B for the provision of the Program. Agency has been advised that no agent or employee of the County may authorize an increase in the above amount as evidenced by the initials of agency's representative in the margin. Any increase in total compensation must be authorized in writing by the Board of County Commissioners.

**ARTICLE 4: CONTRACT TERM.** A. Unless renewed or terminated as provided in this Agreement, this Agreement shall be for a period of twenty four (24) months, commencing on July 1, 2004 and ending on June 30, 2006. The Program, whether provided before or after the execution of this Agreement, shall be provided by the Agency in accordance with all requirements and terms of this Agreement.

**ARTICLE 5: TERMINATION.** A. This Agreement may be terminated by either party for any reason or for no reason by giving to the other party no less than thirty (30) days written notice of intent to terminate. County may terminate this Agreement immediately by delivery of written notice to Agency upon determining that Agency has failed to comply with the terms of this Agreement. If Agency fails to comply with the terms of this Agreement, the County Administrator may, upon written notification to Agency withhold payment until the Agency complies with the conditions or terms. The notice shall specify the manner in which the Agency has failed to comply with this Agreement.

B. Upon expiration or termination of this Agreement for any reason, the Agency shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination. The Agency's final request and other documents required shall be submitted to County within fifteen (15) calendar days after termination of this Agreement. The County shall not be responsible for any charges, claims or demands not received within the fifteen (15) day period.

**ARTICLE 6: NOTICES.** All notices or written communications required or permitted hereunder shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid and addressed as follows:

**If mailed to Agency:** Tallahassee Habit for Humanity, Inc.  
2921 Roberts Avenue  
Tallahassee, FL 32310  
Attention: Randall Webster, Executive Director

**If by hand delivery:** Same as above.

**If mailed to County:** Leon County Department of Housing Services  
918 Railroad Avenue  
Tallahassee, FL 32310  
Attention: Joe Sharp, Health and Human Services, Division Director

**If by hand delivery:** Same as above.

Notice of termination or withholding of payment shall be served by certified or registered mail, return receipt requested or by hand delivery.

#### **ARTICLE 7: GENERAL CONDITIONS.**

##### **A: MAINTENANCE OF RECORDS; AUDITS**

i. Agency shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by County to assure proper accounting of funds and compliance with the provisions of this Agreement.

ii. Agency shall utilize the Tallahassee Lenders Consortium to provide client screening and qualification. Agency will ensure that all necessary information, records and contracts required by this Agreement as requested by County for monitoring and evaluating services, is delivered to the county prior to the start of any construction projects.

iii. Agency's information shall be made available to County for audit, inspection or copying during normal business hours and as often as County may deem necessary. County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or Agency made by any local, State or Federal agency. The Agency shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations; in the absence of any other requirement, such records and supporting documents will be retained by Agency for at least three (3) years after the termination of this Agreement.

iv. Prior to receiving any funds under this Agreement, Agency shall submit an audited financial statement, not more than two years old, from an independent certified public accountant registered in the State of Florida. The submission of an audit by Agency shall serve as agency's certification and representation that the information contained therein is true and correct. Agency recognizes that County has relied upon or will rely upon audits provided by the County in making its determination to provide funds to the Agency in the manner provided in this Agreement and if at any time the County determines that the information submitted is not true and correct, the County may immediately terminate this agreement and seek to recover any funds paid to Agency.

**B: COMPLIANCE WITH LAWS; NON-DISCRIMINATION.** The performance of this Agreement shall be in compliance with all applicable laws, orders and codes of Federal, State, and local governments and the Americans with Disabilities Act. Additionally, the Agency covenants and agrees that no person shall on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by agency, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the County in any manner that is in violation of any provision of the Constitutions of the United States and the State of Florida, or any applicable code, rules or laws.

**C: LICENSES.** Agency shall obtain any licenses required to provide the Program and maintain full 11

compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to the County within ten days after receipt by Agency.

**D: CONTRACTUAL LIABILITY.** The relationship of the Agency to the County shall be that of an independent Contractor. Nothing herein contained shall be construed as vesting or delegating to the Agency or any of the officers, employees, personnel, agents, or subcontractors of the Agency any rights, interest or status as an employee of the County. The County shall not be liable to any person, firm or corporation that is employed by, contracts with or provides goods or services to the Agency in connection with the Program or for debts or claims accruing to such parties. Agency shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.

**E: SUBCONTRACTORS.** A part of the consideration provided by County hereunder is based upon the need to establish and maintain a fiscally sound not-for-profit entity to provide the Program to serve the interests and welfare of the residents of Leon County; therefore, the Agency agrees that the Program shall be provided by volunteers or employees of Agency and not by subcontractors. Nothing herein shall preclude employment of personnel through a lease or similar arrangement with the approval of County's representative, or contracts or leases for materials, supplies, facilities and other support services for Agency's program.

**F: NON-ASSIGNABILITY.** Agency may not assign, transfer, or encumber this Agreement or any right or interest in this Agreement.

**G: AGENCY'S REPRESENTATIVES.** Within thirty (30) days from the date of execution of this Agreement by both parties, Agency shall provide the County with a list of representatives authorized to act on behalf of the Agency. The list of authorized representatives shall be approved by the Agency's Board of Directors.

**H: AGENCY'S DIRECTORS.** Agency agrees that paid staff shall not be a voting or elected member of the Agency's Board of Directors.

**ARTICLE 8: INDEMNIFICATION.** Agency shall indemnify, keep and save harmless the County, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgements, costs and expenses, which may accrue against the County arising out of the performance of or failure to perform the Program required by this Agreement or the terms of this Agreement, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Agency or its employees, or of the subcontractors or its employees, if any. Agency shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Agency shall, at its own expense, satisfy and discharge the same. Agency expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by Agency, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

The indemnity hereunder shall continue until such time as any and all claims arising out of Agency's performance or failure to perform under this Agreement have been finally settled, regardless of when such claims are made.

In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, County at once shall give notice thereof in writing to Agency at the above listed address. Upon receipt of notice, Agency, at its own expense, may defend against such action and take all such steps as may be necessary or proper to prevent a judgment against the County. Nothing in this Agreement shall be deemed to affect the County's right to provide its own defense and to recover from Agency attorneys fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

**ARTICLE 9: INSURANCE.** Without limiting any of the other obligations or liabilities of the Agency, the Agency shall, at the Agency's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the nature and type represented by the Certificates of Insurance attached hereto as Attachment D.

**A. Commercial general liability insurance shall be carried in an amount not less than \$500,000 aggregate. Upon due notice from County, Agency shall procure additional insurance as may reasonably be requested by the County to protect the County from liability.**

Until such time as the insurance is no longer required, the Agency shall provide the County with renewal or replacement certificates of insurance not less than 15 days prior to the expiration or replacement of the insurance for which a previous certificate has been provided. In the event a renewal or replacement certificate is not available Agency shall, not less than 15 days prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible.

Leon County, a political subdivision of the State of Florida, shall be named as an additional insured on the certificate of insurance evidencing commercial general liability coverage, and entitled to notice of cancellation or termination. The County shall be under no obligation to pay agency for any services provided or for any costs associated with Agency's Program for any period of time not covered by the insured required under this Agreement.

Agency shall immediately notify County upon a lapse in the coverage required by this Agreement or cancellation of any of the insurance policies. Agency shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverage required herein without the express written permission of County's Representative.

**ARTICLE 10: COUNTY'S REPRESENTATIVE.** The Director of County's Health and Human Services Division or such other employee as may be designated in writing by the County Administrator shall serve as County's Representative and is authorized to interpret this Contract and designate such additional employees as may be required to monitor Agency's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. Disputes over any provision not satisfactorily resolved with County's Representative shall be referred to the County Administrator or his designee.

**ARTICLE 11: AMENDMENTS.** This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed by the governing bodies of both parties.

**ARTICLE 12: SEVERABILITY.** In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof, but shall be confined solely to the paragraphs involved in such decision.

**ARTICLE 13: HEADINGS.** All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

**ARTICLE 14: AUTHORITY TO EXECUTE.** Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, by their authorized representatives.

Tallahassee Habitat for Humanity, Inc.

Sign Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Sign Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

WITNESSES:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

**LEON COUNTY, FLORIDA**

**BY: \_\_\_\_\_**  
**Jane G. Sauls, Chairman**  
**Board of County Commissioners**

**ATTEST:**  
**Bob Inzer, Clerk of the Court**  
**Leon County, Florida**

**BY: \_\_\_\_\_**

**Approved as to Form:**  
**Leon County Attorney's Office**

**BY: \_\_\_\_\_**  
**Herbert W.A. Thiele, Esq.**  
**County Attorney**

**Attachment A**

**SCOPE OF SERVICES**

**I. SHIP FUNDING ASSISTANCE PROCESSING (All Programs)**

**1. APPLICATION INTAKE AND FILE PROCESSING**

The Agency shall construct or cause to be constructed in the unincorporated area of Leon County ten (10) houses, five (5) of which shall be limited to very low-income persons and five (5) of which shall be limited to very low-income persons with disabilities (as defined by Rule 67.37.002(13) or very low-income elderly (60 years or older) persons. Upon identification of all reconstruction clients, the Agency shall send each client to the Tallahassee Lenders Consortium for application completion. Once the application has been completed, Tallahassee Lenders Consortium will conduct a lien closing.

Agency must ensure that within fifteen (15) days or less, the applicant file documentation for eligibility is compiled and complete. File review shall include adherence to SHIP eligibility criteria, priorities and guidelines as established in Leon County's Local Housing Assistance Plan.

Agency shall ensure that the Tallahassee Lender's Consortium forward all complete applicant packages to the Leon County Department of Housing Services for mortgage loan underwriting and issuance of Notice of Funding Award Letter. After review, the Tallahassee Lender's Consortium will forward to applicant and lender a copy of the Notice of Funding Award Letter.

**2. DISBURSEMENTS/ISSUANCE OF CHECK**

Upon determination of a closing date, the Tallahassee Lender's Consortium, will forward to the Agency a copy of the Notice of Funding Award letter and HUD-1 Closing Statement for check issuance and/or preparation for closing. Mortgage documents and promissory notes will be prepared by the Tallahassee Lender's Consortium and provided to the County after the closing. The Agency shall prepare the check for the closing within 24 to 48 hours.

**3. CLOSING/CLOSEOUT**

The Agency and the County shall attend each closing to ensure proper execution of all appropriate documents. Following the closing, Tallahassee Lender's Consortium shall obtain and provide to County and the Agency the following executed documents: 1) Copy of the SHIP Mortgage; 2) Original SHIP Promissory Note; 3) Copy of the Notice of Limiting Future Advance; 4) Copy of Lender's Note and Mortgage; 5) Original SHIP Affidavit; 6) Original SHIP Truth-in-Lending; 7) Copy of Survey; 8) Copy of Applicant's Drivers License or Photo ID; 9) Copy of fully executed HUD-1 Closing Statement Evidencing No Cash Back to Applicant. Tallahassee Lender's Consortium shall submit to the County in the required format, the appropriate documents to allow for payment of services rendered. This process will be reviewed with the Agency and the County, prior to implementation of program.

The Agency's office facility must allow for the accessibility and accommodation of eligible applicants, including individuals of the special needs population. The Agency shall ensure the provision of a full-time office, operative during regular business hours and the availability of one-on-one assistance to special needs population on a gratuitous basis at any location deemed most appropriate for the applicant.

**Attachment B**

**Funding**

1. Funding for the Down Payment Assistance with "Sweat Equity" program strategy is limited to \$15,000 per unit for the Very Low-income households and \$25,000 per unit for very low-income persons with disabilities (as defined by Rule 67.37.002(13) or very low-income elderly persons (60 years or older).
2. The Down Payment Assistance with "Sweat Equity" program strategy by this contract authorizes a total of ten (10) units as follows: 1) Five (5) units for very low-income households at \$15,000 per unit; and 2) five (5) units at \$25,000 per unit for very low-income persons with disability (as defined by Rule 67.37.002(13) or very low-income elderly person (60 years or older).
3. Funds may be used for down payment assistance, closing costs, and/or mortgage subsidy.
4. Recipients under this program must meet the standard SHIP rules for income determination under 24 CFR, Part 5.
5. Housing units must comply with the Building Construction Standards in Chapter 553, Florida Statutes.
6. All funds expended under this program shall be in the form of a deferred payment loan to the home buyer at zero (0) percent.
7. The term of the SHIP mortgage shall coincide with the first mortgage.
8. Payment is made only upon the first to occur of any of the following events: (1) Home buyer sells, transfers or disposes of the assisted unit either sale, transfer, bankruptcy or foreclosure; (2) home buyer no longer occupies the unit as his/her principal residence; (3) home buyer dies, or if a married couple, the survivor dies; or (4) if the home buyer refinances the home without having met the conditions as outlined herein.

## ATTACHMENT C

### SPECIAL CONDITIONS

1. Agency shall participate in training programs as recommended by the Leon County Department of Housing Services to further Agency's knowledge of rules, regulations and requirements of Federal, State and Local housing programs .
2. All forms referenced in this Agreement not attached herein shall be provided or approved by County's Representative and shall be completed and submitted by Agency to County.
3. Leon County Local Housing Assistance Plan 2002-2005 adopted by the Board of County Commissioners shall apply to this contract. Agency shall agree to comply with SHIP and CDBG regulations and requirements as well as other grant requirements applicable to County and related to Agency's services under this Agreement.
4. County reserves the right to make changes in the County's Housing Program. Agency agrees to continue to implement the services provided herein in accordance with such changes. County's Representative shall provide Agency with written notice of changes in the program. Agency's obligation shall not extend to changes that would change the units of service, nature of the service, or require Agency to provide additional services, which may only be required by a mutually agreed to written amendment.
5. County reserves the right to approve changes in Agency's delivery of program as deemed necessary for program implementation.
6. Agency shall maintain duplicate files and addresses of all clients served through this Agreement.
7. Agency shall agree to participate in a training program identified by the Leon County Housing Services Department and relevant to the services provided in this Agreement.
8. **REPORTING - Monthly Reports**  
Agency shall provide by the 15<sup>th</sup> of the month, reports reflecting the following information:
  - A. **General Report**
    1. Statement of anticipated difficulties Agency may have in meeting contractual requirements.
    2. Number of unduplicated clients of each classification served by the program.
    3. A progress report of each eligible client, by classification, along with assessment of any problems or concerns encountered to-date.
  - B. **Quarterly Report**  
Agency shall provide a quarterly report on the 15<sup>th</sup> of the month, beginning with quarterly period ending with September 30, 2004. All reports shall be all inclusive reports, from the effective date of the agreement through the current. The report shall reflect the following information:
  - C. **Tracking Report**
    1. Applicant's last name, first
    2. Address of home
    3. Purchase date
    4. Purchase price
    5. First mortgage amount
    6. Lender's name and address
    7. Amount and type of SHIP, CDBG and HFA assistance
    8. Household composition/income category
9. Agency shall provide an avenue of availability to participants who may encounter language and/or communication barriers (i.e., language interpreters, assistance to the hearing impaired, etc.)